

RG 104, 8NS-104-94-077
Box 2

8NS-104-94-077, Miscellaneous
Correspondence & Memos, 1897-1994

Diebolt, Saly and Dock Co., Deposit Wmugh Clark's Vault Door, 12/06/04

AMP Copy.

Denver, Colo., Aug. 29th, 1904.

In accordance with the request of Mr. Healy Engineer in charge we have prepared estimates on special steel Vestibule and doors, also Vault Lining for the Denver Mint Building, Denver, Colo., and herewith submit the following propositions:

PROPOSITION No. 1. One steel Vestibule, with single outer and folding inner doors:

Outside measure of vestibule: 84 x 38 x 26".

Body of vestibule constructed of 5-ply steel plates 1/2" thick, secured at all corners with 3 x 3 x 1/2" Bessemer steel angles.

The inside doors to be constructed of Bessemer steel 1/2" thick, hung on plain center hinges, provided with round boltwork, checked with "Eagle" four tumbler bronze case combination lock.

OUTER DOOR 3" thick in four layers;
1st layer of 5-ply Chrome steel 1" thick,
2nd " Bessemer " 1/2" "
3rd " 5-ply Chrome " 1/2" "
4th " Bessemer " 1" "

Outer door to be hung on Crane hinge, provided with double worn gear wheel pressure bars; door fitted with heavy boltwork, 12 bolts 2" dia., operated in heavy bar bolt frames, checked with two Peerless combination locks, with anti-dynamite attachment. The edges of outer door and jamb to be highly polished. The inner face of outer door to be covered with jiggered bronze plates; bolt work covered with glass panel. Vestibule provided with foot plate, and the front of vestibule provided with plain architraves.

Weight 8500 lbs.

Price complete in place \$2090.

PROPOSITION No. 2. One steel vault lining.

Approximate outside measure; 10 ft x 14 ft-3" x 3 ft-11".

Lining constructed of 5-ply steel plates 3/8" thick, secured at all corners with 4 x 4 1/2" Bessemer steel angles; joints of plates covered and secured to 4 x 1/2" Bessemer steel battens.
Weight 10,000 lbs

Price complete in place \$1580.

Respectfully submitted,
Diebold Safe & Lock Co.,
By Philip Garretson,
General Western Agent.

Compared by AMP & KTB

AMP Copy

JCP GDE LAS JAW B.

Treasury Department
Office of the Secretary
Washington, Dec. 5, 1904.

The Diebold Safe and Lock Company,
Care of Philip Garretson, General Western Agent,
New Mint Building, Denver, Colorado.

Gentlemen:

In accordance with the approval of this Department, your proposal, dated August 29, 1904, ("Proposition No. 1"), in amount two thousand and ninety dollars (\$2,090.), is hereby accepted to furnish all the labor and materials required to place one steel vestibule, with single outer and folding inner doors, for vault in Deposit Weigh Clerk's room in the new Mint Building at Denver, Colorado, in strict accordance with the terms of your proposal, and to the satisfaction of the Custodian, a public exigency requiring the immediate performance of the work, which it is understood and agreed is to be completed by March 15, 1905.

It is understood and agreed that you are required to execute a formal contract, with bond in the sum of one thousand dollars (\$1,000.), guaranteeing the faithful performance of the work embraced in this acceptance, a form for which will be forwarded. This contract, with bond, must be executed in strict accordance with the rules printed at the head of said form, and be returned to the Supervising Architect of this Department at once.

Payments on account of the work will be made as required by the terms of the contract, from the appropriation for Mint Building, Denver, Colorado.

Please acknowledge the receipt of this letter, a copy of which will be forwarded to the Custodian.

Respectfully,

H. A. TAYLOR,

Assistant Secretary.

F T JCP JSS L CEK JKT

INSTRUCTIONS TO BE FOLLOWED IN EXECUTING THE FOLLOWING INSTRUMENTS.

1. The CHRISTIAN NAMES (one or more) must be written in full in the body of the bond.

When the contracting party is a PARTNERSHIP concern, the CONTRACT must be signed with the FIRM NAME, without seal, and the BOND must be signed and sealed by EACH member of the firm. When the contracting party is a CORPORATION, the contract and bond must be signed in the CORPORATE NAME by the duly authorized officer of the corporation; there must be attached to the contract duly authenticated evidence that the officer executing the contract and bond has authority to do so, and that he has been duly elected to such office, and the corporate seal must be affixed to both the contract and bond. In the event that the corporation has no corporate seal, the fact should be shown; and in such case a seal of wax or wafer should be adopted and used for the time being as the seal of the corporation.

2. The bond must be dated; and the bond must be of the same (or subsequent) date as the contract.

3. Each signature must be made in the presence of two persons, who must sign their names as witnesses.

4. There must not be less than two individual sureties; but one corporate surety, duly qualified under the Act of Congress of August 13, 1894, may be accepted as sole surety.

5. Seals of wax or wafer must be attached to the signatures on the bond of the principal and sureties. No seals are required to signatures on contract, except corporate seals.

6. A married woman will not be accepted as surety.

7. The sureties must justify in amounts the aggregate of which will be equal to at least twice the penalty of the bond.

This rule applies to corporate as well as individual sureties; and corporate sureties will also be required to attach to each bond a copy of the last statement of their assets and liabilities, as rendered pursuant to section 4 of the Act of Congress of August 13, 1894.

8. Each surety must make and sign an affidavit of the amount he is worth over and above all debts and liabilities, and such exemptions as may be allowed by law.

9. Sureties, other than corporate sureties, must state under oath that they are not responsible as sureties on any other bond; or, if so liable, the amount of such liability.

10. The affidavits of sureties must be taken and subscribed before an officer authorized to administer oaths generally, who must certify that he administered the oaths. If the affidavits are taken before a clerk of a court of record, a United States commissioner, or a notary public, whose official seal is thereto affixed, or before a judge of a United States court, authority to administer the oaths need not be shown; but if taken before any other officer, or if the official seal of the clerk, United States commissioner, or notary, is not affixed, the authority to administer the oaths and the official character of the officer must be duly certified.

11. A judge or clerk of a court of record, a United States attorney, or a United States commissioner, must certify that the sureties are sufficient to pay the penalty of the bond; and, except in the case of a judge of the United States courts or a United States attorney, if the person certifying has no seal, his official character must be duly certified. The foregoing does not apply to corporate sureties who have complied with rule 7 hereof.

12. The residence of principal and sureties must be distinctly stated.

13. All erasures and interlineations in contract or bond must be noted above the signatures of the witnesses as having been made before the execution thereof.

CONTRACT

BETWEEN THE

UNITED STATES OF AMERICA

AND

the Diebold Safe & Lock Co.

and materials for the work herein provided for; and

Whereas, The proposal of the Diebold Safe & Lock Co.,

furnished in response thereto, was duly accepted, as hereinafter stated, on condition that it execute a contract in accordance with the terms of said bid.

Now, therefore, this agreement, made and entered into by and between L.M. SHAW,

Secretary of the Treasury, for and in behalf of the United States of America, of the first part, and

the Diebold Safe & Lock Co., a corporation organized under the laws of the State of Ohio and having executive offices in Canton, Ohio,

of the second part,

Witnesseth: That the party of the second part for the consideration hereinafter mentioned, covenants and agrees to and with the party of the first part to furnish all of the labor and materials and do and perform all the work required for one steel vestibule, with single-outer -and folding inner-doors, for vault in Deposit Weigh Clerk's room in the new Mint at Denver, Colo., per "Proposition No.1" of said proposal.

It is expressly covenanted and agreed by and between the parties hereto that time is and shall be considered as of the essence of the contract on the part of the party of the second part, and in the event that the said party of the second part shall fail in the due performance of the entire work to be performed under this contract, by and at the time herein mentioned or referred to, the said party of the second part shall pay unto the party of the first part, as and for liquidated damages, and not as a penalty, the sum of twenty dollars, for each and every day the said party of the second part shall be in default, which said sum of twenty dollars per day, in view of the difficulty of estimating such damages with exactness, is hereby agreed fixed, estimated, computed, determined, and agreed upon as the damages which will be suffered by the party of the

1 in strict and full accordance with the requirements of drawings numbered

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5 ~~and such other~~ detail drawings as may be furnished to the party of the second part by the Supervising Architect of the United States
6 Treasury Department ; ~~the advertisement for proposals, dated~~ ; ~~the specification for the work ;~~
7 the proposal dated **August 29, 1904** , addressed to the said Supervising Architect by the said party of the
8 second part ; and letter dated **December 5, 1904** , addressed to the said party of the second part by
9 **H.A.Taylor,** Assistant Secretary of the Treasury, accepting said proposal ;

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16 a true and correct copy of each of which said papers is attached hereto and forms a part of this contract ; ~~and which said numbered~~
17 ~~drawings, bearing the signature of the said Supervising Architect and the signature of the said party of the second part, are on file in~~
18 ~~the Office of the Supervising Architect of the United States Treasury Department, and are hereby made part of this contract.~~

19 And the said party of the second part further covenants and agrees that the work herein agreed to be performed shall be
20 commenced promptly upon receipt of notice of the approval of the bond hereto attached, and that the same shall be carried on in such
21 order and at such times and seasons, and with such force as shall from time to time be directed or prescribed by the Supervising
22 Architect or his representative, and that the same shall be completed in all its parts within
23 **by March 15, 1905,**

24 ~~from the date of the approval of said bond hereto attached ; that all materials used shall be of the very best quality of their respective~~
25 ~~kinds ; that all the work performed shall be executed in the most skillful and workmanlike manner, and that both the materials~~

26 And the said party of the second part expressly covenants and agrees that the bond hereto attached shall be security, also, for the
27 satisfactory performance and fulfillment of all the guarantees set forth in or required by said specification.

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It is further covenanted and agreed by and between the parties hereto that all materials furnished and work done under this
contract shall be subject to the inspection of the Supervising Architect, the superintendent of the building, and of other inspectors
appointed by the said party of the first part with the right to reject any and all work or material not in accordance with this contract ;
and the decision of said Supervising Architect as to quality and quantity shall be final. And it is further covenanted and agreed by
and between the parties hereto that said party of the second part will without expense to the United States, within a reasonable time
to be specified by the Supervising Architect, remedy or remove any defective or unsatisfactory material or work ; and that, in the
event of the failure of the party of the second part immediately to proceed and faithfully continue so to do, said party of the first part
may have the same done and charge the cost thereof to the account of said party of the second part.

It is further covenanted and agreed by and between the parties hereto that until final inspection and acceptance of said work
for, all of the material and work herein provided for, no prior inspection, payment, or act is to be construed as a release of the
party of the first part to accept any defective work or material, or to require the fulfillment of any of the terms of the
performance of the entire work to be performed under this contract, by and at the time herein mentioned or referred to, the said party
of the second part shall pay unto the party of the first part, as and for liquidated damages, and not as a penalty, the sum of
48 **twenty** dollars, for each and every day the said party of the second part shall be in default, which said
49 sum of **twenty** dollars per day, in view of the difficulty of estimating such damages with exactness, is
50 hereby expressly fixed, estimated, computed, determined, and agreed upon as the damages which will be suffered by the party of the

1 first part by reason of such default, and it is understood and agreed by the parties to this contract that the liquidated damages
2 hereinbefore mentioned are in lieu of the actual damages arising from such breach of this contract; which said sum the said party of the
3 first part shall have the right to deduct from any moneys in its hands otherwise due, or to become due, to the said party of the second
4 part, or to sue for and recover compensation or damages for the nonperformance of this contract at the time or times herein stipulated
5 or provided for. thereof in writing, served personally upon or left at the shop, office, or usual place of abode, or with the agent,

6 of the The party of the second part further covenants and agrees to hold and save the United States, its officers, agents, servants, and
7 employees, harmless from and against all and every demand, or demands, of any nature or kind, for, or on account of, the use of any
8 patented invention, article, or appliance, included in the materials hereby agreed to be furnished under this contract. said party of the

9 It is further covenanted and agreed by and between the parties hereto that the said party of the second part will, without expense
10 to the United States, comply with all the municipal building ordinances and regulations, in so far as the same are binding upon the
11 United States, and obtain all required licenses and permits, and be responsible for all damages to person or property which may occur
12 in connection with the prosecution of the work; that all work called for by the drawings and specifications, though every item be not
13 particularly shown on the first or mentioned in the second, shall be executed and performed as though such work were particularly
14 shown and mentioned in each, respectively, unless otherwise specifically provided; that all materials and work furnished shall be
15 subject to the approval of the said Supervising Architect; and that said party of the second part shall be responsible for the proper care
16 and protection of all materials delivered and work performed by said party of the second part until the completion and final acceptance
17 of same. provided that for all such suspensions and other delays caused by the said party of the first part the party of the second part shall be

18 It is further covenanted and agreed by and between the parties hereto that the said party of the second part will make any
19 omissions from, additions to, or changes in, the work or materials herein provided for whenever required by said party of the first
20 part; the valuation of such work and materials to be determined on the basis of the contract unit of value of material and work
21 referred to; or, in the absence of such unit of value, on prevailing market rates; which market rates, in case of dispute, are to be
22 determined by the said Supervising Architect, whose decision with reference thereto shall be binding upon both parties; and that no

24 It is further covenanted and agreed that no claim for compensation for any extra materials or work is to be made or allowed,
25 unless the same be specifically agreed upon in writing or directed in writing by the party of the first part; and that no addition to,
26 omission from, or changes in the work or materials herein specifically provided for shall make void or affect the other provisions or
27 covenants of this contract, but the difference in the cost thereby occasioned, as the case may be, shall be added to or deducted from the
28 amount of the contract; and, in the absence of an express agreement or provision to the contrary, no addition to, or omission from, or
29 changes in the work or materials herein specifically provided for shall be construed to extend the time fixed herein for the final
30 completion of the work.

31 It is further covenanted and agreed by and between the parties hereto that all materials furnished and work done under this
32 contract shall be subject to the inspection of the Supervising Architect, the superintendent of the building, and of other inspectors
33 appointed by the said party of the first part, with the right to reject any and all work or material not in accordance with this contract;
34 and the decision of said Supervising Architect as to quality and quantity shall be final. And it is further covenanted and agreed by
35 and between the parties hereto that said party of the second part will without expense to the United States, within a reasonable time
36 to be specified by the Supervising Architect, remedy or remove any defective or unsatisfactory material or work; and that, in the
37 event of the failure of the party of the second part immediately to proceed and faithfully continue so to do, said party of the first part
38 may have the same done and charge the cost thereof to the account of said party of the second part.

39 It is further covenanted and agreed by and between the parties hereto that until final inspection and acceptance of, and payment
40 for, all of the material and work herein provided for, no prior inspection, payment, or act is to be construed as a waiver of the right of
41 the party of the first part to reject any defective work or material or to require the fulfillment of any of the terms of the contract.

42 It is further covenanted and agreed that the party of the first part shall have the right to require that any particular portion of
43 the work herein provided for shall be completed within such time as may be hereafter definitely specified by the said party of the first
44 part in written notice to the said party of the second part; and that should the said party of the second part fail to complete such

particular portion of the work within the time so specified, or fail to complete the entire work contemplated by this contract within the time or times herein stipulated or provided for; or fail to prosecute said work with such diligence as in the judgment of the party of the first part will insure the completion of the said work within the time hereinbefore provided, the said party of the first part may withhold all payments for work in place until final completion and acceptance of same, and is authorized and empowered, after eight days' due notice thereof in writing, served personally upon or left at the shop, office, or usual place of abode, or with the agent, of the said party of the second part, and the said party of the second part having failed to take such action within the said eight days as will, in the judgment of the said party of the first part, remedy the default for which said notice was given, to take possession of the said work in whole or in part and of all machinery and tools employed thereon and all materials belonging to the said party of the second part delivered on the site, and, at the expense of said party of the second part, to complete or have completed the said work, and to supply or have supplied the labor, materials, and tools, of whatever character necessary to be purchased or supplied by reason of the default of the said party of the second part; in which event the said party of the second part shall be further liable for any damage incurred through such default and any and all other breaches of this contract.

It is further covenanted and agreed that the said party of the first part shall have the right of suspending the whole or any part of the work herein contracted to be done, whenever, in the opinion of the Supervising Architect, it may be necessary for the purposes or advantage of the work, and upon such occasion or occasions the said party of the second part shall, without expense to the United States, properly cover over, secure, and protect such of the work as may be liable to sustain injury from the weather, or otherwise; provided that for all such suspensions and other delays caused by the said party of the first part the party of the second part shall be allowed one day additional to the time herein stated, for each and every day of such delay so caused, in the completion of the contract, the same to be ascertained by the Supervising Architect; provided, that no claim shall be made or allowed to the said party of the second part for any damages which may arise out of any delay caused by the said party of the first part.

And the said party of the first part, acting for and in behalf of the United States, covenants and agrees to pay, or cause to be paid, unto the said party of the second part, or to the heirs, executors, administrators, or successors, of the said party of the second part, in lawful money of the United States, in consideration of the herein-recited covenants and agreements made by the party of the second part, the sum of **two thousand ninety (2,090.) dollars, upon**

James O. Marsh

Chief of the Supervising Architect

Geo. W. Weeks

Sam'l J. Haffner

1 ~~And the party of the first part covenants and agrees that payments will be made in the following manner, viz: ninety per cent~~
 2 ~~of the value of the work executed and actually in place, to the satisfaction of the party of the first part, will be paid from time to time~~
 3 ~~as the work progresses (the said value to be ascertained by the party of the first part), and ten per cent thereof will be retained until~~
 4 the completion of the entire work, and the approval and acceptance of the same by the party of the first part, which amount shall be
 5 forfeited by said party of the second part in the event of the nonfulfillment of this contract; it being expressly covenanted and agreed
 6 that said forfeiture shall not relieve the party of the second part from liability to the party of the first part for any and all damages
 7 sustained by reason of any breach of this contract; provided, however, that no payment hereunder shall be due to the said party of the
 8 second part until every part of the work to the point of advancement reached—on account of which payment is claimed—shall be found
 9 to be satisfactorily supplied and executed in every particular and any and all defects therein remedied to the entire satisfaction of the
 10 said party of the first part.

or Delegate to,

11 It is an express condition of this contract that no Member of Congress, or other person whose name is not at this time disclosed,
 12 shall be admitted to any share in this contract, or to any benefit to arise therefrom; and it is further covenanted and agreed that this
 13 contract shall not be assigned.

14 In witness whereof, The parties hereto have hereunto subscribed their names this
 15 6th day of December A.D. 1904

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 17 The erasures in lines 6, page 1; 1,5,6,7,16,17,18,22 and 24, page 2, and 1,2
 18 and 3, page 5, and the interlineation in line 11, page 5, were made before the
 19 execution hereof.

20 We hereby certify that this contract and bond have been correctly prepared
 21 and compared:

22 W.F.Field

Acting Chief of the Law and Records Division.

James C.Plant

Chief of the Computing Division.

L.M.SHAW

Secretary of the Treasury.

JWP JKT T

Witnesses to the signature of the Contractor:

Geo.W.Weeks

Geo.W.Weeks

Sam'l J.Hoffee

Sam'l J.Hoffee

Diebold Safe and Lock Co.
 F.Herbruck President
 F.C.Baehrens Secy

Diebold Safe and Lock Co. Contractor,
 F.Herbruck President
 F.C.Baehrens Secy

Place
 Corporate
 Seal here.

NOTE.—Read rules carefully before executing.

A.L.Thede

As to surety

National Surety Company
 By Minor W.Waite
 Rec.Vice President
 Attest:Trafford B.Tollins
 Rec. Assistant Secretary

NOTE.—Read rules carefully before executing.

BOND.

Know all men by these presents, That we, the Diebold Safe & Lock Co., a corporation or-
ganized under the laws of the State of Ohio and having executive offices in

of the City of Canton, County of, and
State of Ohio, principal, and

National Surety Company of New York

of the City of, County of, and
State of, and
of the City of, County of

State of, surety, are held and firmly bound unto the United States of America in
the sum of one thousand dollars (\$1,000.) lawful
money of the United States, for the payment of which, well and truly to be made to the United States, we bind ourselves, our heirs,
executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

Scaled with our seals and dated this 9th day of December A.D. 1904.

The condition of the above obligation is such, That whereas the said Diebold Safe & Lock Co.

has entered into a certain contract, hereto attached, with
L.M. SHAW, Secretary of the Treasury, acting for and in behalf of the United States,

bearing date the 6th day of December A.D. 1904 Now, if the said Diebold Safe & Lock Co.

shall well and truly fulfill all the covenants and conditions of said contract, and shall perform all the undertakings therein stipulated by
it to be performed, and shall well and truly comply with and fulfill the conditions of, and perform all of the work and furnish all
the labor and materials required by, any and all changes in, or additions to, or omissions from, said contract which may hereafter be made,
and shall perform all the undertakings stipulated by it to be performed in any and all such changes in, or additions
thereto, notice thereof to the said surety being hereby waived, and shall promptly make payment to all persons supplying
it labor or materials in the prosecution of the work contemplated by said contract, then this obligation to be void; otherwise,
to remain in full force and virtue.

In testimony whereof, The said Diebold Safe & Lock Co.

, principal, and National Surety Company

, surety,

have hereunto subscribed their hands and affixed their seals the day first above written.

Signed, sealed, and delivered in presence of—

Geo. W. Weeks

Saml. J. Hoffee

Diebold Safe and Lock Co. SEAL
F. Herbruck President SEAL
F. C. Baehrens Secy

A. Schorndorfer

S. L. Thede

) As to surety

National Surety Company SEAL
By Elmer W. Waite
Res. Vice President SEAL
Attest: Traffard B. Tallmadge
Res. Assistant Secretary

NOTE.—Read rules carefully before executing.

CERTIFIED COPY.

No. 1760 A.

CONTRACT OF

Diebold Safe & Lock Co.

Of Canton, O.,

For Deposit Weigh Clerk's Vault Door,

For U. S. Mint (New)

At DENVER, COLO.,

Dated Dec. 6, 1904

Amount, \$ 2,090.

Treasury Department,

OFFICE OF THE SUPERVISING ARCHITECT.

Dec. 15, 1904

Respectfully referred to the Solicitor of the Treasury
for examination and indorsement.

C. T. Kemper

JAW

Chief Executive Officer.

CSJ

Department of Justice,

OFFICE OF THE SOLICITOR OF THE TREASURY.

Dec. 19, 1904

I have examined the within instruments as to form
and execution, and in these respects they are approved.

F. A. REEVE

Assistant Solicitor of the Treasury.

Treasury Department,

OFFICE OF THE SECRETARY.

Dec. 20, 1904

The within bond is hereby approved.

T. M. SHAW

JAW

CSJ

JTT

A

Secretary.

Out: Dec. 21, 1904. 4

Treasury Department,

OFFICE OF THE SUPERVISING ARCHITECT.

Dec. 21, 1904.

I hereby certify that the within papers are true and
correct copies of the originals on file in this Depart-
ment.

Chief Executive Officer.

[Signature]

Dickrell Soly and Dock Co. , Deposit through Clark's Vault Door , 12/06/04

